

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

YALE UNIVERSITY,	)	Civil Action No. 13-cv-02964 RMB-JS
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
YALE ACADEMY, INC.,	)	
YALE ACADEMY NORTH WALES	)	
CAMPUS, YALE ACADEMY UPPER	)	
DARBY CAMPUS, YALE ACADEMY	)	
EDISON CAMPUS, YALE ACADEMY	)	
HOCKESSIN CAMPUS, YALE	)	
ACADEMY PLAINSBORO CAMPUS,	)	
YALE ACADEMY SECAUCUS	)	
CAMPUS, and JOHN DOES ONE through	)	
TEN, inclusive,	)	
	)	
Defendants.	)	
	)	

AGREED PERMANENT INJUNCTION AND CONSENT FINAL JUDGMENT

THIS CAUSE having come to be heard on Plaintiff Yale University's Complaint against Defendants Yale Academy, Inc. ("Yale Academy"); Yale Academy, North Wales Campus ("North Wales"); Yale Academy, Upper Darby Campus ("Upper Darby"); Yale Academy, Edison Campus ("Edison"); Yale Academy, Hockessin Campus ("Hockessin"); Yale Academy, Plainsboro Campus ("Plainsboro"); Yale Academy, Secaucus Campus ("Secaucus"); and John Does one through ten, hereby identified as John On, Bonyoung Koo, Srini Sunkaraneni, and Sanjeev Patil (collectively, Defendants), and the Parties Yale University and Yale Academy having agreed to enter into this Agreed Permanent Injunction and Consent Final Judgment ("Consent Final Judgment") for the purpose of resolution of this matter and voluntary dismissal

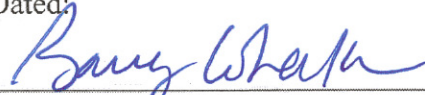
with prejudice of the Complaint against Defendants, having agreed to waive the necessity of the Court to make specific findings of fact, having agreed that this Court has jurisdiction to enter a permanent injunction and final judgment in this matter and having further expressly waived any right to judicial review thereof or to otherwise contest the validity or enforceability of this Agreement, as well as agreeing that venue in Camden County, New Jersey of this action is proper, this Court **ORDERS AND ADJUDGES** as follows:

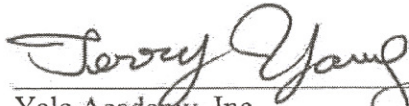
1. Defendant Yale Academy is permanently enjoined as of August 31, 2013, from using the term YALE completely, and worldwide, including, but not limited to, in all trade names, corporate names, domain names, websites, signage, and marketing materials.
2. The Court shall retain jurisdiction for the purpose of enforcing compliance or contempt proceedings with this Consent Final Judgment.
3. In the event Plaintiff determines that information provided to Plaintiff by Defendants reaching the terms set out in this Consent Final Judgment are based on knowing and deliberate misrepresentations by Defendants, Plaintiff may proceed to set aside this judgment and proceed against Defendants.
4. The parties have agreed and it is hereby ordered that:
 - A. for 12 months following the date of the entry of this Consent Final Judgment, Defendants shall retain all existing records regarding marketing, advertising, promoting and/or distribution of services and shall make such records and reports available to Plaintiff for inspection following 90 days notice by Plaintiff to Defendants;

- B. for 12 months following the date of the entry of this Consent Final Judgment, Defendants shall promptly notify Plaintiff of any changes that may affect compliance obligations arising under this Agreed Consent Final Judgment, including but not limited to additional franchising, a change in a corporate name or address, or material change in any corporate or franchise ownership or control.
- C. any notices to Defendants the address indicated below and shall be sufficient if sent by certified mail, return receipt requested;
- D. any notices to Plaintiff may be provided to its legal counsel at the address indicated below and shall be sufficient if sent by certified mail, return receipt requested.

The signatures below indicate the parties' consent and agreement to enter into this Agreed Permanent Injunction and Consent Final Judgment:

Dated:


Barry L. Cohen (BC4449)
Royer Cooper Cohen Braunfeld LLC
101 W. Elm Street, Ste. 220
Office: 484-362-2628
Fax: 484-362-2630
Email: bcohen@rccblaw.com


Yale Academy, Inc.

Of Counsel:
Janet F. Satterthwaite
Carly S. Levin
Venable LLP
575 7th St NW
Washington DC 20004
202-344-4974